

Johanson & Graves, Inc. and Plumbers Local 12, United Association of Journeymen & Apprentices of the Plumbing and Pipefitting Industry of the United States & Canada, AFL-CIO and Plumbers & Pipefitters Local 4, United Association of Journeymen & Apprentices of the Plumbing and Pipefitting Industry of the United States & Canada, AFL-CIO and Plumbers & Pipefitters Local 138, United Association of Journeymen & Apprentices of the Plumbing and Pipefitting Industry of the United States & Canada, AFL-CIO and Pipefitters Association Local 537, United Association of Journeymen & Apprentices of the Plumbing and Pipefitting Industry of the United States & Canada, AFL-CIO. Cases 1-CA-31311, 1-CA-31312, 1-CA-31313, and 1-CA-31314

July 13, 1994

DECISION AND ORDER

BY CHAIRMAN GOULD AND MEMBERS DEVANEY
AND BROWNING

Upon a charge filed by Plumbers Local 12, United Association of Journeymen & Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO (Local 12) on January 24, 1994, and an amended charge on March 10, 1994, in Case 1-CA-31311, the General Counsel of the National Labor Relations Board issued a complaint on March 23, 1994, against Johanson & Graves, Inc., the Respondent, alleging that it has violated Section 8(a)(5) and (1) of the National Labor Relations Act. On a charge filed by Plumbers & Pipefitters Local 4, United Association of Journeymen & Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO (Local 4) on January 24, 1994, and an amended charge on March 10, 1994, in Case 1-CA-31312, the General Counsel of the National Labor Relations Board issued a complaint on March 23, 1994, against Johanson & Graves, the Respondent, alleging that it has violated Section 8(a)(5) and (1) of the National Labor Relations Act. On a charge filed by Plumbers & Pipefitters Local 138, United Association of Journeymen & Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO (Local 138) on January 24, 1994, and an amended charge on March 18, 1994, in Case 1-CA-31313, the General Counsel of the National Labor Relations Board issued a complaint on March 24, 1994, against Johanson & Graves, the Respondent, alleging that it has violated Section 8(a)(5) and (1) of the National Labor Relations Act. On a charge filed by Pipefitters Association Local 537, United Association of Journeymen & Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO (Local 537) on January 24,

1994, and an amended charge on March 10, 1994, in Case 1-CA-31314, the General Counsel of the National Labor Relations Board issued a complaint on March 25, 1994, against Johanson & Graves, the Respondent, alleging that it has violated Section 8(a)(5) and (1) of the National Labor Relations Act. On March 25, 1994, the General Counsel of the National Labor Relations Board issued an order consolidating these cases. Although properly served copies of the charges, amended charges, complaints, and order, the Respondent failed to file an answer to the consolidated complaints.

On June 3, 1994, the General Counsel filed a Motion for Summary Judgment with the Board. On June 9, 1994, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed no response. The allegations in the motion are therefore undisputed.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on Motion for Summary Judgment

Sections 102.20 and 102.21 of the Board's Rules and Regulations provide that the allegations in the complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. In addition, each complaint affirmatively notes that unless an answer is filed within 14 days of service, all the allegations in the complaint will be considered admitted. Further, the undisputed allegations in the Motion for Summary Judgment disclose that the Region, by letter dated May 4, 1994, notified the Respondent that unless answers were received by May 11, 1994, a Motion for Summary Judgment would be filed.

In the absence of good cause being shown for the failure to file a timely answer, we grant the General Counsel's Motion for Summary Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

The Respondent, a corporation with an office and place of business in Danvers, Massachusetts, has been engaged in the construction industry, including as a plumbing and heating contractor, doing industrial and commercial construction. During the year ending December 31, 1993, the Respondent, in conducting its business operations, purchased and received at its Danvers facility goods valued in excess of \$50,000 directly from points outside the Commonwealth of Massachusetts and performed services valued in excess of \$50,000 for enterprises within the Commonwealth of Massachusetts that are directly engaged in interstate

commerce. We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that Local 12, Local 4, Local 138, and Local 537 are labor organizations within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

At all material times, Greater Boston Association of Plumbing-Heating-Cooling Contractors, Inc. (the Greater Boston Association) has been an organization composed of various employers engaged in the building and construction industry, one purpose of which is to represent its employer-members in negotiating and administering collective-bargaining agreements with various labor organizations, including Local 12. The following employees of the Respondent (the Local 12 unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All employees engaged in the installation of all plumbing and/or pipefitting systems and component parts thereof, but excluding guards and supervisors as defined in the Act.

About September 2, 1980, the Respondent entered into an assent whereby it agreed to be bound to the collective-bargaining agreement between Local 12 and the Greater Boston Association effective September 1, 1979, and agreed to be bound to such future agreements unless timely notice was given. The Respondent, an employer engaged in the building and construction industry, granted recognition to Local 12 as the exclusive representative of the Local 12 unit without regard to whether the majority status of Local 12 had ever been established under the provisions of Section 9(a) of the Act.¹ Such recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective for the period September 1, 1993, to August 31, 1995 (the Local 12 1993-1995 agreement). For the period from September 1, 1980, to August 31, 1995, based on Section 9(a) of the Act, Local 12 has been the limited exclusive collective-bargaining representative of the Local 12 unit.

At all material times, New England Mechanical Contractors Association Incorporated (the New England Association) has been an organization composed of various employers engaged in the building and construction industry, one purpose of which is to represent its employer-members in negotiating and administering collective-bargaining agreements with various labor organizations, including Local 4. The following employees of the Respondent (the Local 4 unit) constitute a

unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All employees engaged in the installation of all plumbing and/or pipefitting systems and component parts thereof, but excluding guards and supervisors as defined in the Act.

About May 15, 1992, the Respondent entered into an assent whereby it agreed to be bound to the collective-bargaining agreement between Local 4 and the New England Association effective September 1, 1991, and agreed to be bound to such future agreements unless timely notice was given. The Respondent, an employer engaged in the building and construction industry, granted recognition to Local 4 as the exclusive representative of the Local 4 unit without regard to whether the majority status of Local 4 had ever been established under the provisions of Section 9(a) of the Act. Such recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective for the period September 1, 1993, to August 31, 1995 (the Local 4 1993-1995 agreement). For the period from May 15, 1992, to August 31, 1995, based on Section 9(a) of the Act, Local 4 has been the limited exclusive collective-bargaining representative of the Local 4 unit.

At all material times, United Boston Association of the Plumbing-Heating-Cooling Industry (the United Boston Association) has been an organization composed of various employers engaged in the building and construction industry, one purpose of which is to represent its employer-members in negotiating and administering collective-bargaining agreements with various labor organizations, including Local 138. The following employees of the Respondent (the Local 138 unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All employees engaged in the installation of all plumbing and/or pipefitting systems and component parts thereof, but excluding guards and supervisors as defined in the Act.

About November 1992, the Respondent entered into an assent whereby it agreed to be bound to the collective-bargaining agreement between Local 138 and the United Boston Association effective September 1, 1991, and agreed to be bound to such future agreements unless timely notice was given. The Respondent, an employer engaged in the building and construction industry, granted recognition to Local 138 as the exclusive representative of the Local 138 unit without regard to whether the majority status of Local 138 had ever been established under the provisions of Section 9(a) of the Act. Such recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective for the period Sep-

¹In the absence of any need to determine in this proceeding whether the Respondent's relationship with Local 12, Local 4, Local 138, or Local 537 is governed by Sec. 9 or by Sec. 8(f), Member Browning would not reach that issue.

tember 1, 1993, to August 31, 1995 (the Local 138 1993–1995 agreement). For the period from November 16, 1992, to August 31, 1995, based on Section 9(a) of the Act, Local 138 has been the limited exclusive collective-bargaining representative of the Local 138 unit.

At all material times, New England Mechanical Contractors Association Incorporated (the New England Association) has been an organization composed of various employers engaged in the building and construction industry, one purpose of which is to represent its employer-members in negotiating and administering collective-bargaining agreements with various labor organizations, including Local 537. The following employees of the Respondent (the Local 537 unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All employees engaged in the installation of all plumbing and/or pipefitting systems and component parts thereof, but excluding guards and supervisors as defined in the Act.

About May 15, 1992, the Respondent entered into an assent whereby it agreed to be bound to the collective-bargaining agreement between Local 537 and the New England Association effective September 1, 1991, and agreed to be bound to such future agreements unless timely notice was given. The Respondent, an employer engaged in the building and construction industry, granted recognition to Local 537 as the exclusive representative of the Local 537 unit without regard to whether the majority status of Local 537 had ever been established under the provisions of Section 9(a) of the Act. Such recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective for the period September 1, 1993, to August 31, 1995 (the Local 537 1993–1995 agreement). For the period from May 15, 1992, to August 31, 1995, based on Section 9(a) of the Act, Local 537 has been the limited exclusive collective-bargaining representative of the Local 537 unit.

Since about August 1, 1993, the Respondent has failed and refused to make the payments for its Local 12 unit employees which have become due to the health & welfare fund, pension fund, annuity fund, training fund, labor management cooperation trust fund, and vacation fund pursuant to the Local 12 1993–1995 agreement. Such payments relate to wages, hours, and other terms and conditions of employment of the Local 12 unit employees and are mandatory subjects for the purposes of collective bargaining. The Respondent engaged in this conduct without the consent of Local 12.

Since about September 1, 1993, the Respondent has failed and refused to make payments for its Local 4 unit employees which have become due to the health

& welfare fund, pension fund, annuity fund, and apprenticeship and training fund pursuant to the Local 4 1993–1995 agreement. Such payments relate to wages, hours, and other terms and conditions of employment of the Local 4 unit employees and are mandatory subjects for the purposes of collective bargaining. The Respondent engaged in this conduct without the consent of Local 4.

Since about October 1, 1993, the Respondent has failed and refused to make the payments for its Local 138 unit employees which have become due to the health & welfare fund, pension fund, annuity fund, training fund, vacation fund, and market recovery fund pursuant to the Local 138 1993–1995 agreement and has failed to remit dues deducted pursuant to the Local 138 1993–1995 agreement. Such payments and remissions relate to wages, hours, and other terms and conditions of employment of the Local 138 unit employees and are mandatory subjects for the purposes of collective bargaining. The Respondent engaged in this conduct without the consent of Local 138.

Since about November 1, 1993, the Respondent has failed and refused to make the payments for its Local 537 unit employees which have become due to the health & welfare fund, pension fund, annuity fund, education fund, and labor management cooperation trust fund pursuant to the Local 537 1993–1995 agreement. Such payments relate to wages, hours, and other terms and conditions of employment of the Local 537 unit employees and are mandatory subjects for the purposes of collective bargaining. The Respondent engaged in this conduct without the consent of Local 537.

CONCLUSION OF LAW

By the acts and conduct described above, the Respondent has been failing and refusing to bargain collectively with the exclusive collective-bargaining representatives of its employees, and has thereby engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and (5) and Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent has violated Section 8(a)(5) and (1) by failing to make contractually required contributions to the health & welfare fund, pension fund, annuity fund, training fund, labor management cooperation trust fund, and vacation fund pursuant to the Local 12 1993–1995 agreement, since August 1, 1993; to the health & welfare fund, pension fund, annuity fund, and apprenticeship and training

fund pursuant to the Local 4 1993–1995 agreement, since September 1, 1993; to the health & welfare fund, pension fund, annuity fund, training fund, vacation fund, and market recovery fund pursuant to the Local 138 1993–1995 agreement, since October 1, 1993; and to the health & welfare fund, pension fund, annuity fund, education fund, and labor management cooperation trust fund pursuant to the Local 537 1993–1995 agreement, since November 1, 1993, we shall order the Respondent to make whole its respective unit employees and the respective funds by making all such delinquent contributions, including any additional amounts due the funds in accordance with *Merryweather Optical Co.*, 240 NLRB 1213, 1216 fn. 7 (1979). In addition, the Respondent shall reimburse its respective unit employees for any expenses ensuing from its failure to make the required contributions, as set forth in *Kraft Plumbing & Heating*, 252 NLRB 891 fn. 2 (1980), enfd. mem. 661 F.2d 940 (9th Cir. 1981), such amounts to be computed in the manner set forth in *Ogle Protection Service*, 183 NLRB 682 (1970), enfd. 444 F.2d 502 (6th Cir. 1971), with interest as prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987). Furthermore, having found that the Respondent violated Section 8(a)(5) and (1) by failing to remit to Local 138 dues that were deducted from the pay of Local 138 unit employees pursuant to valid dues-checkoff authorizations, we shall order the Respondent to remit such withheld dues to Local 138 as required by the Local 138 1993–1995 agreement, with interest as prescribed in *New Horizons for the Retarded*, supra.

ORDER

The National Labor Relations Board orders that the Respondent, Johanson & Graves, Inc., Danvers, Massachusetts, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to bargain collectively with the exclusive collective-bargaining representatives of its employees in the following unit by unilaterally and without the consent of Local 12 failing, since August 1, 1993, to make contractually required contributions to the health & welfare fund, pension fund, annuity fund, training fund, labor management cooperation trust fund, and vacation fund pursuant to the agreement between Greater Boston Association of Plumbing-Heating-Cooling Contractors, Inc. and Plumbers Local 12, United Association of Journeymen & Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL–CIO, effective from September 1, 1993, to August 31, 1995:

All employees engaged in the installation of all plumbing and/or pipefitting systems and compo-

nent parts thereof, but excluding guards and supervisors as defined in the Act.

(b) Failing and refusing to bargain collectively with the exclusive collective-bargaining representatives of its employees in the following unit by unilaterally and without the consent of Local 4 failing, since September 1, 1993, to make contractually required contributions to the to the health & welfare fund, pension fund, annuity fund, and apprenticeship and training fund pursuant to the agreement between New England Mechanical Contractors Association Incorporated and Plumbers & Pipefitters Local 4, United Association of Journeymen & Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL–CIO, effective from September 1, 1993, to August 31, 1995:

All employees engaged in the installation of all plumbing and/or pipefitting systems and component parts thereof, but excluding guards and supervisors as defined in the Act.

(c) Failing and refusing to bargain collectively with the exclusive collective-bargaining representatives of its employees in the following unit by unilaterally and without the consent of Local 138 failing, since October 1, 1993, to make contractually required contributions to the health & welfare fund, pension fund, annuity fund, training fund, vacation fund, and market recovery fund and failing and refusing to remit dues deducted, all pursuant to the agreement between United Boston Association of the Plumbing-Heating-Cooling Industry and Plumbers & Pipefitters Local 138, United Association of Journeymen & Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL–CIO, effective from September 1, 1993, to August 31, 1995:

All employees engaged in the installation of all plumbing and/or pipefitting systems and component parts thereof, but excluding guards and supervisors as defined in the Act.

(d) Failing and refusing to bargain collectively with the exclusive collective-bargaining representatives of its employees in the following unit by unilaterally and without the consent of Local 537 failing, since November 1, 1993, to make contractually required contributions to the health & welfare fund, pension fund, annuity fund, education fund, and labor management cooperation trust fund pursuant to the agreement between New England Mechanical Contractors Association Incorporated and Pipefitters Association Local 537, United Association of Journeymen & Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL–CIO, effective from September 1, 1993, to August 31, 1995:

All employees engaged in the installation of all plumbing and/or pipefitting systems and compo-

ment parts thereof, but excluding guards and supervisors as defined in the Act.

(e) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Honor the terms of the collective-bargaining agreement between Greater Boston Association of Plumbing-Heating-Cooling Contractors, Inc. and Plumbers Local 12, United Association of Journeymen & Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, effective from September 1, 1993, to August 31, 1995, by making the required payments to the health and welfare fund, pension fund, annuity fund, training fund, labor management cooperation trust fund, and vacation fund and make whole the unit employees and the funds for its failure to do so by making all delinquent payments to the funds and by reimbursing the employees for their expenses ensuing from its failure to make required payments, with interest, as set forth in the remedy section of this decision.

(b) Honor the terms of the collective-bargaining agreement between New England Mechanical Contractors Association Incorporated and Plumbers & Pipefitters Local 4, United Association of Journeymen & Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, effective from September 1, 1993, to August 31, 1995, by making the required payments to the health & welfare fund, pension fund, annuity fund, and apprenticeship and training fund and make whole the unit employees and the funds for its failure to do so by making all delinquent payments to the funds and by reimbursing the employees for their expenses ensuing from its failure to make required payments, with interest, as set forth in the remedy section of this decision.

(c) Honor the terms of the collective-bargaining agreement between United Boston Association of the Plumbing-Heating-Cooling Industry and Plumbers & Pipefitters Local 138, United Association of Journeymen & Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, effective from September 1, 1993, to August 31, 1995, by making the required payments to the health & welfare fund, pension fund, annuity fund, training fund, vacation fund, and market recovery fund and make whole the unit employees and the funds for its failure to do so by making all delinquent payments to the funds and by reimbursing the employees for their expenses ensuing from its failure to make required payments, with interest, and remit to Local 138 dues that were deducted from the pay of Local 138 unit employees pursuant to valid dues-checkoff authorizations as

required by the agreement, with interest, all as set forth in the remedy section of this decision.

(d) Honor the terms of the collective-bargaining agreement between New England Mechanical Contractors Association Incorporated and Pipefitters Association Local 537, United Association of Journeymen & Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, effective from September 1, 1993, to August 31, 1995, by making the required payments to the health & welfare fund, pension fund, annuity fund, education fund, and labor management cooperation trust fund and make whole the unit employees and the funds for its failure to do so by making all delinquent payments to the funds and by reimbursing the employees for their expenses ensuing from its failure to make required payments, with interest, as set forth in the remedy section of this decision.

(e) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(f) Post at its facility in Danvers, Massachusetts, copies of the attached notice marked "Appendix."² Copies of the notice, on forms provided by the Regional Director for Region 1, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced or covered by any other material.

(g) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

Dated, Washington, D.C. July 13, 1994

William B. Gould IV, Chairman

Dennis M. Devaney, Member

Margaret A. Browning, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

² If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT fail or refuse to bargain collectively, since August 1, 1993, with the exclusive collective-bargaining representatives of our employees in the following unit by unilaterally and without the consent of Local 12 failing to make contractually required contributions to the health & welfare fund, pension fund, annuity fund, training fund, labor management cooperation trust fund, and vacation fund pursuant to the agreement between Greater Boston Association of Plumbing-Heating-Cooling Contractors, Inc. and Plumbers Local 12, United Association of Journeymen & Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, effective from September 1, 1993, to August 31, 1995:

All employees engaged in the installation of all plumbing and/or pipefitting systems and component parts thereof, but excluding guards and supervisors as defined in the Act.

WE WILL NOT fail or refuse to bargain collectively, since September 1, 1993, with the exclusive collective-bargaining representatives of our employees in the following unit by unilaterally and without the consent of Local 4 failing to make contractually required contributions to the health & welfare fund, pension fund, annuity fund, and apprenticeship and training fund pursuant to the agreement between New England Mechanical Contractors Association Incorporated and Plumbers & Pipefitters Local 4, United Association of Journeymen & Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, effective from September 1, 1993, to August 31, 1995:

All employees engaged in the installation of all plumbing and/or pipefitting systems and component parts thereof, but excluding guards and supervisors as defined in the Act.

WE WILL NOT fail or refuse to bargain collectively, since October 1, 1993, with the exclusive collective-bargaining representatives of our employees in the following unit by unilaterally and without the consent of Local 138 failing to make contractually required contributions to the health & welfare fund, pension fund, annuity fund, training fund, vacation fund, and market recovery fund or failing to remit dues deducted, all pursuant to the agreement between United Boston As-

sociation of the Plumbing-Heating-Cooling Industry and Plumbers & Pipefitters Local 138, United Association of Journeymen & Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, effective from September 1, 1993, to August 31, 1995:

All employees engaged in the installation of all plumbing and/or pipefitting systems and component parts thereof, but excluding guards and supervisors as defined in the Act.

WE WILL NOT fail or refuse to bargain collectively, since November 1, 1993, with the exclusive collective-bargaining representatives of our employees in the following unit by unilaterally and without the consent of Local 537 failing to make contractually required contributions to the health & welfare fund, pension fund, annuity fund, education fund, and labor management cooperation trust fund pursuant to the agreement between New England Mechanical Contractors Association Incorporated and Pipefitters Association Local 537, United Association of Journeymen & Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, effective from September 1, 1993, to August 31, 1995:

All employees engaged in the installation of all plumbing and/or pipefitting systems and component parts thereof, but excluding guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL honor the terms of the collective-bargaining agreement between Greater Boston Association of Plumbing-Heating-Cooling Contractors, Inc. and Plumbers Local 12, United Association of Journeymen & Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, effective from September 1, 1993, to August 31, 1995, by making the required payments to the health & welfare fund, pension fund, annuity fund, training fund, labor management cooperation trust fund, and vacation fund and make whole our unit employees and the funds for our failure to do so by making all delinquent payments to the funds and by reimbursing the employees for their expenses ensuing from our failure to make required payments, with interest.

WE WILL honor the terms of the collective-bargaining agreement between New England Mechanical Contractors Association Incorporated and Plumbers & Pipefitters Local 4, United Association of Journeymen & Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, effective from September 1, 1993, to August 31, 1995, by making the required payments to the health & welfare fund, pension fund, annuity fund, and apprenticeship

and training fund and make whole our unit employees and the funds for our failure to do so by making all delinquent payments to the funds and by reimbursing the employees for their expenses ensuing from our failure to make required payments, with interest.

WE WILL honor the terms of the collective-bargaining agreement between United Boston Association of the Plumbing-Heating-Cooling Industry and Plumbers & Pipefitters Local 138, United Association of Journeymen & Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, effective from September 1, 1993, to August 31, 1995, by making the required payments to the health & welfare fund, pension fund, annuity fund, training fund, vacation fund, and market recovery fund and make whole our unit employees and the funds for our failure to do so by making all delinquent payments to the funds and by reimbursing the employees for their expenses ensuing from our failure to make required payments, with interest, and remit to Local 138 dues that

were deducted from the pay of Local 138 unit employees pursuant to valid dues-checkoff authorizations as required by the agreement, with interest.

WE WILL honor the terms of the collective-bargaining agreement between New England Mechanical Contractors Association Incorporated and Pipefitters Association Local 537, United Association of Journeymen & Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, effective from September 1, 1993, to August 31, 1995, by making the required payments to the health & welfare fund, pension fund, annuity fund, education fund, and labor management cooperation trust fund and making whole our unit employees and the funds for our failure to do so by making all delinquent payments to the funds and by reimbursing our employees for their expenses ensuing from our failure to make required payments, with interest.

JOHANSON & GRAVES, INC.